

**Region of Queens Municipality**

**Public Hearing**

**Large Scale Wind Farm Development by Development Agreement**

**Tuesday, March 12, 2024**

**9:00 a.m.**

**Agenda**

**Purpose:**

The purpose of this Public Hearing is to provide any interested person an opportunity to present an oral or written presentation to Council of Region of Queens Municipality with regard to the intention to enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988.

The procedure for this Public Hearing is as follows:

**A. OPENING REMARKS:**

- 1) Every person is eligible to speak, but first must be recognized by the Chair and must give his or her name and address before commencing.
- 2) A person may speak more than once, but preference will be given to those who have not previously spoken.
- 3) This meeting will be conducted following parliamentary procedure. This Council uses its own Rules of Order, as well as Bourinot's Rules of Order.
- 4) Staff review and comments.
- 5) The floor is now open for comments.

**B. CLOSING REMARKS**

**C. ADJOURNMENT**

## Region of Queens Municipality Staff Report

To: Council

From: Mike MacLeod, Director of Planning and Development

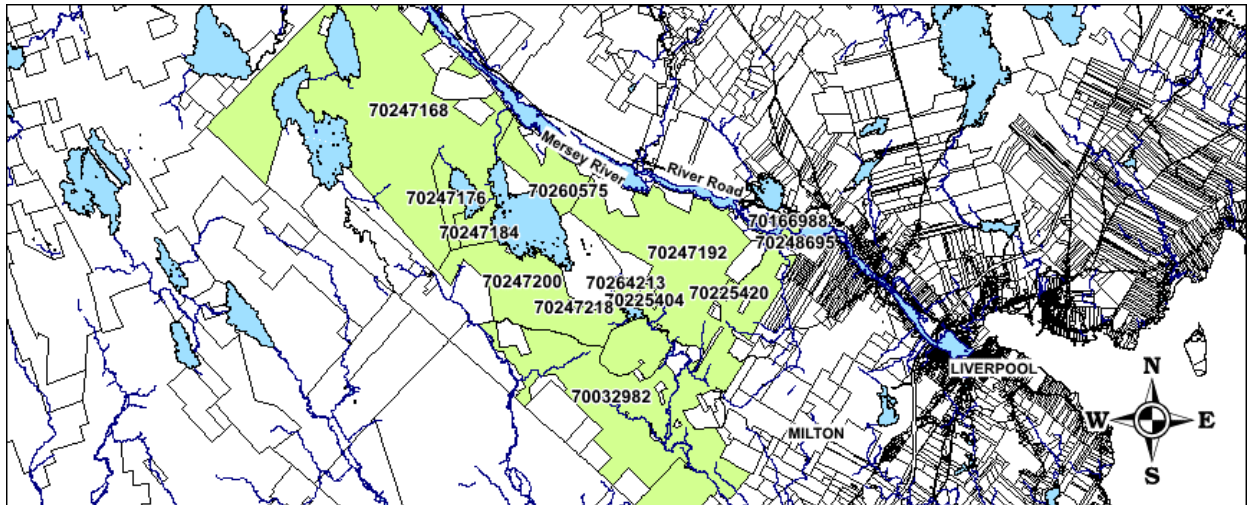
Date: February 13, 2024

Re: Large Scale Wind Farm Development by Development Agreement

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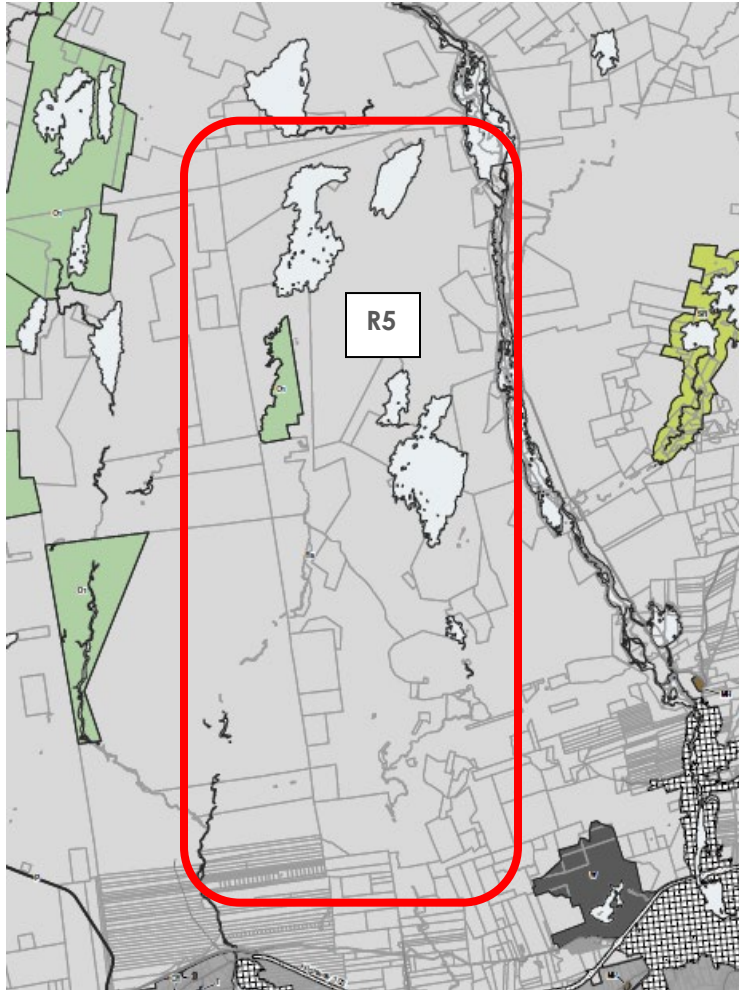
### Background

Region of Queens Municipality has received an application to enter into a development agreement that would allow for a large-scale wind turbine generator development in Milton, consisting of 33 Vestas V150 wind turbines (4.5 mega watts each). The subject properties upon which the wind farm is proposed to be developed are identified as PID#'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988. A copy of the application is attached as Schedule A.



## Details

The properties are zoned as Inland Rural (R5) under the Land Use Bylaw and have a future land use designation of Rural (RUR) under the Municipal Planning Strategy.



Zoning Map

Large wind turbine generators is a use that is not permitted as of right in the R5 Zone. This being said; however, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process.

### **4.4.8 Wind Turbine Generators**

*Wind turbine generators harness the movement of the wind to generate electricity. Like solar collector systems, wind turbine generators can be constructed on a range of scales, from small turbines powering an off-grid cabin up to collections of multiple turbines 100+ metres tall. As of 2021, the Region has seen the development of one largescale wind energy project, located between Liverpool and Herring Cove Lake.*

*Wind development in Nova Scotia has slowed in recent years due to capacity constraints on the provincial grid. However, there may still be localized opportunities for continued development, and future grid upgrades may unlock the potential for renewed efforts to develop large-scale wind turbine generators.*

*Although the coastline of Queens has been identified as the most ideal place for locating these structures, opportunities also exist in other areas of the Region as suitable sites for such development. Council recognizes that the economic and environmental benefits of wind turbine generators can be significant. However, there are also potential impacts that need to be addressed for larger systems, including noise, visual impacts, and blade and ice throw. Council feels that careful consideration is required to limit the potential impacts on the surrounding area.*

**Policy 4-26:** Council shall, through the Land Use Bylaw, define three categories of wind turbine generators:

- (a) *Domestic wind turbine generators, which are very limited in scale and intended to generate electricity only for on-site consumption or are mechanical in nature and are intended to pump water.*
- (b) *Small wind turbine generators, which are limited in scale and are generally intended to meet the electricity needs of on-site uses, but may export energy to the grid through “net-metering” programs.*
- (c) ***Large wind turbine generators, which are large in scale and are intended for commercial supply of electricity to the grid and may be built individually or in a collective “wind farm”.***

**Policy 4-29:** Council shall consider approval of large wind turbine generators in the **Inland Rural Zone**, Coastal Rural Zone, Rural Commercial Zone, Heavy Industrial Zone, Fishing and Marine Zone, and Recreation and Open Space Zone by development agreement, subject to the following requirements:

- (a) *the project proponent shall establish a project website or webpage, which shall, at a minimum:*
  - (i) *identify the lands subject to the proposal;*
  - (ii) *identify the make and model of turbine generators considered for the proposal;*
  - (iii) *provide a phone number, email address, or contact form to connect members of the public with the project proponents;*
- (b) *the project proponent shall host a public information meeting to hear comments from the public prior to the public hearing stage, notice of which shall:*

- (i) *be placed on the project website or webpage at least 14 days prior to the date of the meeting outlining the date, time, and location of the meeting;*
- (ii) *be served on all property owners within 500 metres of the proposed site; and*
- (iii) *be placed in a local newspaper or newspapers circulating in the municipality, at least 14 days prior to the date of the meeting and outlining the date, time, and location of the meeting;*
- (c) *the project proponent shall submit a decommissioning plan, which will become part of the development agreement; and*
- (d) *the proposal shall meet the policies for considering development agreements outlined in Section 6.4.*

## **6.4 Development Agreements**

### **6.4.1 Context**

A development agreement is a written legal agreement between Council and a property owner. It “runs with the land”; hence, the terms of the agreement do not cease if the land is sold or if the property owner dies.

The development agreement is a mechanism through which Council can oversee the implementation of a development proposal that would not otherwise be permitted by the standards established in the applicable zone. This can allow a proposal to better fit the specific constraints or opportunities provided by a site.

A development agreement allows or limits the development to the use or types of uses actually proposed and outlined in the agreement. This allows Council to have a finer-grained level of control over the proposed development, and to implement specific measures to mitigate potential impacts. To change the development to another use that is not listed in the development agreement would require an amendment to the agreement, which would be evaluated against the policies in this Plan. In accordance with the Municipal Government Act, the types of development that may be considered by a development agreement must be clearly identified in the Plan.

### **6.4.2 Adopting and Amending Development Agreements**

**Policy 6-13:** Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:

- (a) specify the development, expansion, alteration, or change permitted;
- (b) specify the conditions under which the development may occur; and
- (c) set terms by which Council may amend or terminate and discharge the agreement.

**Policy 6-14:** Council shall not approve or amend a development agreement unless Council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-21.

When evaluating development agreements, Council must be cognizant of the overall goals and policies of this MPS. In particular, it should have regard to the criteria listed in Policy 6-21.

**Policy 6-21:** Council shall not amend the Land Use Bylaw or approve a development agreement unless Council is satisfied the proposal:

- (a) is consistent with the intent of this Municipal Planning Strategy;
- (b) does not conflict with any Municipal or Provincial programs, bylaws, or regulations in effect in the municipality;
- (c) is not premature or inappropriate due to:
  - (i) the ability of the Municipality to absorb public costs related to the proposal;
  - (ii) impacts on existing drinking water supplies, both private and public;
  - (iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;
  - (iv) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal;
  - (v) the adequacy of fire protection services and equipment;
  - (vi) the adequacy and proximity of schools and other community facilities;
  - (vii) the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;
  - (viii) site-specific climate change risks;
  - (ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;
  - (ix) impacts on known habitat for species at risk;
  - (x) light pollution and impacts on dark sky views, especially in the vicinity of the Kejimikujik Dark-Sky Preserve;
  - (xi) the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and
  - (xiii) negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.

The Municipal Planning Strategy also establishes a list of conditions that may be incorporated in a development agreement.

**Policy 6-15:** Council may specify conditions in the development agreement to bring the proposal into alignment with the enabling policy and the general criteria set out in Policy 6-21. Such conditions may include, but are not limited to, controls regarding:

- (a) servicing;
- (b) the type, location, and orientation of structures;
- (c) the architectural design of structures, including, but not limited to, bulk, scale, height, roof shape, building and cladding materials, and the shape and size and placement of doors and windows;
- (d) the provision of open space and amenities;
- (e) the type, size, and location of signage;
- (f) the type and orientation of exterior lighting;
- (g) management of solid waste, compost, and recycling;
- (h) pedestrian, bicycle, and vehicular circulation;
- (i) connections to existing or planned pedestrian, bicycle, and vehicular networks;
- (j) the location and number of bicycle and vehicular parking and loading spaces;
- (k) access for emergency vehicles;
- (l) the location and type of landscaping, including fences and other forms of screening;
- (m) stormwater management;
- (n) grading and erosion control;
- (o) the emission of noise, odour, light, liquids, gases, and dust;
- (p) the type of materials stored and/or sold on site;
- (q) hours of operation;
- (r) the phasing of development;
- (s) financial bonding for the construction and maintenance of components of the development, including, but not limited to, roads and landscaping;
- (t) mitigation measures for construction impacts;
- (u) time limits for the initiation and/or completion of development; and
- (v) all other matters enabled in Section 227 of the Municipal Government Act.

## Considerations

- ⇒ Subject Properties – the proposed development site is located north of Highway 103 and west of the Mersey River in the community of Milton on 13 Crown owned properties. The lands are currently vacant wood land.
- ⇒ The Proponent intends to lease portions of the subject properties from the Province for the wind energy development. An Order in Council was approved to issue a lease on November 29, 2023.
- ⇒ The distance to the nearest dwelling (camp) is 970 metres.
- ⇒ Tower height will 105 m and a rotor diameter of 150 m, for a total height 180 m. Given the location of the proposed turbines, visual impacts on the surrounding area should be greatly reduced.
- ⇒ The Proponent has established a project website, which can be found at the following link - <https://www.merseywind.ca/>
- ⇒ Access to the site will be off River Road in Milton and will utilize a network of existing logging and NSPI service roads.
- ⇒ On March 25, 2022 and August 10, 2022, the Proponent held public consultation sessions at the Milton Community Hall to provide opportunity for the Proponent to outline their proposal and allow the public to ask questions. In total, over 50 people attended meetings.
- ⇒ On February 16, 2023, the Proponent held a public meeting with the local indigenous community and saw over 40 people in attendance. Proponent has also prepared a Mi'kmaq Engagement Plan to enable cooperation and guide communications and engagement between the developers and Mi'kmaq throughout the project.
- ⇒ The Province of Nova Scotia, through Department of Environment and Climate change, requires Proponent to complete a full environmental assessment for projects such as these. Strum Consulting was hired to complete this study. Upon completion, the Environmental Assessment was submitted to the Department and the project was approved under the Environment Act in letter dated March 27, 2023.
- ⇒ Proponent applied for permission for the project from NAV Canada and received a No Objection letter on December 2, 2021.
- ⇒ Typical lifespan for a wind turbine generator is approximately 30 years. As part of their environmental assessment, the Proponent has outlined a program for decommissioning the generators upon reaching the end of their service life. Decommissioning plan will be included as part of the development agreement.

## Potential Options

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988.

### Tentative Timeframe

<u>Date</u>	<u>Procedure</u>
January 31, 2024	Planning Advisory Committee
February 13, 2024	Council
February 21, 2024	First Public Notice
February 28, 2024	Second Public Notice
March 12, 2024	Public Hearing
March 12, 2024	Council
March 20, 2024	Notice of Passing
April 4, 2024	Appeal Period Ends

In looking at the use that is being proposed for the properties, Staff are of the opinion that with the Provincial terms and conditions set out in the lease agreement and the Environmental Assessment approval, sufficient terms and conditions can be incorporated into a development agreement to meet the needs of the applicant and to also mitigate potential issues to the surrounding community. On January 31, 2024, the Planning Advisory Committee (PAC) met to review and discuss the application. Following discussion on the implications of the proposed use, PAC recommended in favor of entering into a development agreement to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988.

A draft copy of the development agreement has been prepared for discussion purposes and is attached hereto as Schedule B.

### Applicable Legislation

The process for entering into a development agreement is set out in Section 230 of the Municipal Government Act and requires a public hearing process prior to Council making a decision.

*Adoption or amendment of development agreement*

- 230 (1) A council shall adopt or amend a development agreement by policy.
- (2) A council shall hold a public hearing before approving a development agreement or an amendment to a development agreement.
  - (3) Only those members of the council present at the public hearing may vote on the development agreement or the amendment.
  - (4) Upon approving a development agreement or an amendment to a development agreement, the clerk shall place a notice in a newspaper

*circulating in the municipality stating that the development agreement is approved and setting out the right of appeal.*

- (5) The clerk shall file a certified copy of a development agreement or amendment with the Minister when notice of the development agreement or an amendment to it is published.*
- (6) Within seven days after a decision refusing to approve a development agreement or an amendment to a development agreement, the clerk shall notify the applicant in writing, giving reasons for the refusal and setting out the right of appeal.*
- (7) Amendments to those items in a development agreement that the parties have identified as not substantive, if the substantive items were identified in the agreement, or that were not identified as being substantive, do not require a public hearing. 1998, c. 18, s. 230; 2003, c. 9, s. 60.*

## **Recommendation**

**That** Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988;

**And That** a Public Hearing be held on March 12, 2024 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 9:00 a.m.

# Schedule A



## REGION OF QUEENS MUNICIPALITY LAND USE BYLAW AMENDMENT & DEVELOPMENT AGREEMENT APPLICATION

For Internal Use Only

Acceptance Date: \_\_\_\_\_  
Processing Date: \_\_\_\_\_

### 1. Application Type:

- Land Use Bylaw Amendment  
 Development Agreement

### 2. Property Information:

Civic address of subject property – Queens County, NS

Property Identification Number (PID) – 70247176, 70264213, 70247168, 70247192,  
70225420, 70032982, 70247184, 70225404,  
70260575, 70247200, 70247218

Present use of subject property – Forestry

Proposed Use of subject property – Wind Energy, Forestry

Existing Lot Size - See attached Map

Existing Lot Frontage - See attached Map

### 3. Property Owner Information:

Name – His Majesty the King in Right of the Province of Nova Scotia

Applicant is :

- Owner  
 Agent of Owner

Civic Address - \_\_\_\_\_

Mailing Address (If different from Civic Address) - P.O. Box 698, Halifax, NS B3J 2T9

Telephone Number - \_\_\_\_\_

Email Address - \_\_\_\_\_

### 4. Zoning Information:

Existing Zoning - R5 Inland

Proposed Zoning - R5 Inland

### 5. Property Servicing Information:

Water Services –

Municipal System -  Existing  Proposed

Drilled Well -  Existing  Proposed

Dug Well -  Existing  Proposed

Other - Not Applicable

Sewer Services –

Municipal System -  Existing  Proposed

On-site System -  Existing  Proposed  
Other - Not Applicable

Access -  
Public Road -  Existing  Proposed  
Private Road -  Existing  Proposed  
Other - \_\_\_\_\_

**6. Declaration:**

Registered Owner of Property (Please print)

I / We \_\_\_\_\_ do solemnly  
Declare that I / We are the current registered owner(s) of the property described  
in this application. I / We have examined the contents of this application and  
certify that the information submitted is accurate.

*Order in Council  
dated November 29/23*

Registered Owner \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Registered Owner (if more than one) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Authorization of Registered Owner (Please print)

I / We \_\_\_\_\_ authorize  
\_\_\_\_\_ To act as agent and sign this application on my /  
our behalf for property located at (Civic Address)  
\_\_\_\_\_ and identified as PID# \_\_\_\_\_.

Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.
2. Please make cheques payable to the Region of Queens Municipality. Following completion of the amendment process, the unused balance will be returned to the applicant. However, should the deposit be insufficient to cover the cost of advertising, the applicant will be responsible for the difference.
3. It is recommended that an applicant have a pre-consultation meeting with staff of the Planning Department prior to submitting this application.



# MERSEY RIVER WIND

December 6, 2023  
Region of Queens Municipality  
Land Use Planning  
249 White Point Road  
PO Box 1264  
Liverpool, Nova Scotia B0T 1K0

## **Re: Application for Development Permit for Information**

Mersey River Wind Inc.  
Nova Centre - South Tower suite 1500  
1625 Grafton St  
Halifax, NS B3J 0E8  
Contact: Mitch Underhay, Development Manager

Please see enclosed information package for the Mersey River Wind Inc. (MRWI) in the Region of the Queens Municipality. Located west of Milton on crown land, the project will consist of 33 Vestas V150, 4.5 MW wind turbine generators on 105m towers, an on-site substation with a single high-voltage transmission connecting to the Milton Substation, and a maintenance building.

There is a clear need for more renewable energy generation in Nova Scotia and the cost of new wind energy has fallen dramatically over the last decade; it is our most sustainable and cost-efficient option. Roswall Development Inc. (RDI) is a renewable energy development company that intends to develop and construct a portfolio of wind energy projects across the province, beginning with MRWI on a large tract of crown land near Milton in the Region of Queens Municipality.

Renewall Energy inc, a subsidiary of RDI, is the first License Retail supplier in the Renewable to Retail program in the province. This enables privately licensed retail suppliers to sell electricity directly to consumers using Nova Scotia Power infrastructure at predetermined tariffs. The costs of both renewable energy and fossil fuels have changed significantly since that time, and the RTR program can now contribute to Nova Scotia's renewable energy needs, while offering competitive rates to energy consumers. The time is right for this program.

Mersey River Wind Inc. has hosted two community meetings at the Milton Community Hall on the evenings of May 25, 2022 and August 10, 2022, and a Mi'kmaq-focused community meeting on the evening of Feb 12, 2023. MRWI have presented to the municipal council on the evening of May 24, 2022 and more recently on July 11, 2023. As of the date of submission, we have received 16 letters of support, including prominent residents and local businesses.

Meteorological testing towers were erected for real time wind assessment in April 2021 and September 2022, authorized under crown Letters of Authority granted in January 2021 and June 2022 respectively.



## MERSEY RIVER WIND

MRWI has received Letters of Offer for a lease and easements, confirmed by Orders in Council on November 29, 2023 for three land control instruments:

- An Easement of transmission line from the project substation to the Milton Substation;
- An Easement for roads and collector lines;
- A Lease for the turbine areas and project substation.

The final lease and easement documents are expected to be the final step in our land control process, which should be available in Q1, 2024.

The Environmental Assessment was approved on March 27, 2023.

MRWI has two active interconnection requests with Nova Scotia Power but will share a common point of interconnection. Our first phase of the project received the final Generator Interconnection Agreement in August of 2023. The second request is proceeding in through the System Impact Studies with no issues anticipated.

There appears to be a jurisdictional conflict between the Municipality and the Province regarding projects on crown land. MRI cannot proceed without a resolution to this bureaucratic impasse.

We therefore request that the municipality accept the Letter of Offer, with the Orders in Council, as sufficient land control to begin the development agreement review process. While the council may not grant the final approval to MRI without the registered lease in place, we ask that the council review this package, accept the previously held public meetings as part of the engagement process and conditionally approve the project, contingent upon the final lease agreement. For greater clarity, this allows the Municipality and the Crown to finalize the Project simultaneously, avoiding further delays.

Do not hesitate to contact us with any questions or if you require any additional information.

Regards,

Mitch Underhay

Development Manager  
Roswall Development Inc.  
647-472-2020  
mitch@roswall.ca



Mersey River Wind Energy Project

148.5 MW

Queens County, Near Milton, NS

December 06, 2023

**Submitted by**

Mersey River Wind Inc.  
Nova Centre - South Tower suite 1500  
1625 Grafton St  
Halifax, NS B3J 0E8



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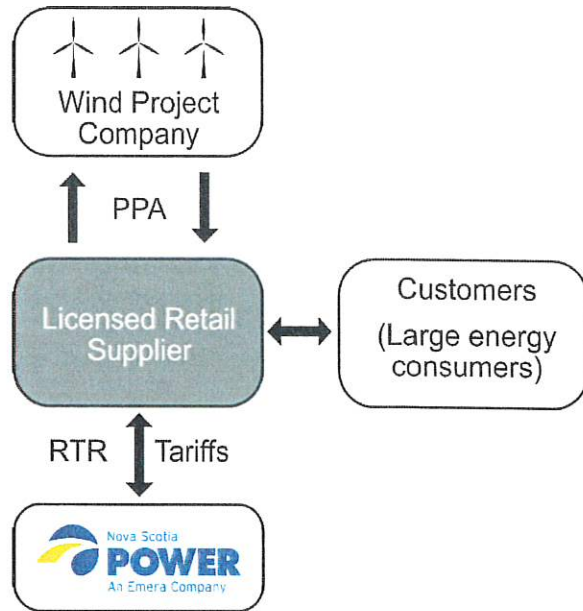


### 1. Executive summary

Roswall Development Inc. is a renewable energy development company based in Halifax, Nova Scotia. Under its subsidiary company Mersey River Wind Inc. we intend to develop and construct a new wind energy project near Milton, NS through the Renewable to Retail program. Located on Crown lands, the project is compliant with the Municipal Planning Strategy (MPS) Policy 4-29 for large wind energy projects. This submission includes all information in accordance with the prerequisites of development application, as described in the MPS Policy 6-21, and 6-22.

### 2. Renewable to Retail

The Renewable to Retail act was enabled by amendment to the Electricity Act in 2015. It allows Private entities to register as Licensed Retail Suppliers to sell electricity directly to consumers using Nova Scotia Power’s Infrastructure with predetermined tariffs. This is the first program that allows for private entities to contract their own offtake without waiting for a government procurement program.



Roswall Development Inc. is the developer of the Mersey River Wind Energy Project and the whole owner of the Licensed Retail Supplier.

This means that Roswall is able to have customers sign up to purchase their electricity through us, not Nova Scotia Power. Once enough customers have signed up, we are able to finance and build another phase of our wind project by contracting a Power Purchase Agreement between the Licensed Retail Supplier and the Wind Project Company. Roswall currently has sufficient indicative interest from large energy consumers in Nova Scotia to construct the first 2 project phases.

### 3. Project

Mersey River Wind Inc., with execution by Roswall Development Inc., is developing the Mersey River Wind Farm, located near Milton, NS. The Project will consist of 33 Vestas V150 wind turbines (4.5 MW each) which have a hub height of 105 m and a rotor diameter of 150 m, for a



total height of 180 m. Please see Appendix A - Turbine Specification Brochure for details.

Project components will include:

- Vesta V150 wind turbines
- Access road networks
- Low voltage collector lines
- Substation and high voltage electrical lines
- Wind turbine pads
- Operations and maintenance building

#### 4. Land Control

On August 24, 2023, Mersey River Wind Inc. received Letters of Offer for Lease and Easements from Natural Resources and Renewables (NRR). An Order in Council dated November 29, 2023 approved these offers. The final lease and easement agreements are expected in the first quarter of 2024 (Appendix B).

#### 5. Site Plan

The project area (Appendix C) consists primarily of Crown lands, in the Inland Rural Zone (Appendix D). A comprehensive road network currently exists in the project area and is associated with forestry activity and the NS Power Mersey Hydro System, and the existing Milton Substation. These roads will be upgraded as required to safely transport the turbines, provide an appropriate turning radius, and support construction activities in compliance with municipal and provincial guidelines and requirements. Collector lines within the Project Area will connect the wind turbines to an on-site substation, stepping up the voltage from 34.5 kV to 138 kV. The higher voltage transmission line will then connect the Project to the existing NS Power Milton Substation. All access roads, collector lines, turbines, and transmission line are subject to Crown easements and leases (Appendix E).

#### 6. Public Engagement

Mersey River Wind Inc. will make every effort to be open and transparent in its communication of information to the relevant parties and right holders. Public mailouts, which can be found in Appendix F, announcing the open houses were mailed two weeks in advance to approximately 1000 local residents based on local mail routes. Two public meetings were held at the Milton Community Hall on the evenings of May 25, 2022 and August 10, 2022 and presented this project to the municipal council on the evening of May 24, 2022 and recent updates on June 11, 2023.

An additional public meeting was held on February 16, 2023 with the local indigenous community. We have prepared a Mi'kmaq Engagement Plan, found in Appendix G, which



includes a detailed engagement log. Major project updates will be shared with the Assembly of Chiefs, Sipekne'katik, Membertou, Millbrook, the Mi'kmaq Grand Council, and the Native Council of Nova Scotia.

We are in the process of developing a system in which all the complaints and concerns arising during the Project will be directed to the Public Communications Coordinator (PCC). The complaints may arise through a community liaison committee or from individuals. All complaints will be directed through an email address, below, or a phone line which will be established. The following email addresses will be established to centralize, track and manage complaints and concerns:

- [info@merseyriverwind.ca](mailto:info@merseyriverwind.ca)
- [info@merseywind.ca](mailto:info@merseywind.ca)
- [mersey@roswall.ca](mailto:mersey@roswall.ca)

## 7. Website

A website was made by Mersey River Wind Inc. to allow for regular project updates and other necessary information. We have included all the necessary features, such as contact information, action buttons, and information tabs as part of industry practice.

Following are the links for both of the websites:

Roswall Development Inc.: [Roswall Development](#)

Mersey River Wind Inc.: [Mersey River Wind \(merseywind.ca\)](http://merseywind.ca)

## 8. General & Technical Specifications

Mersey River Wind Inc. will be commissioning 33 Nos of Vestas 150- 4.5 MW Wind Turbine Generators for the project. These turbines are pitch regulated upwind turbines with active yaw and three blade rotor and hub. As turbines are Vestas V150 having rotor diameter of 150m, meaning the blades are each 75 meters long. In order to avoid the blades hanging beyond the leased area, each wind turbine covers 150 square meters of area.

Total leased area for wind turbines and substation will be 80.37 hectares. That leased area is larger than what is needed for the laydown areas to construct the turbine, so the edge of clearing will be smaller than the leased area.

The substation will be a fenced yard with breakers, the main transformer, and associated equipment. Next to the substation will be an operation and maintenance building to house the control equipment, break room and any equipment necessary to the ongoing maintenance of the project.



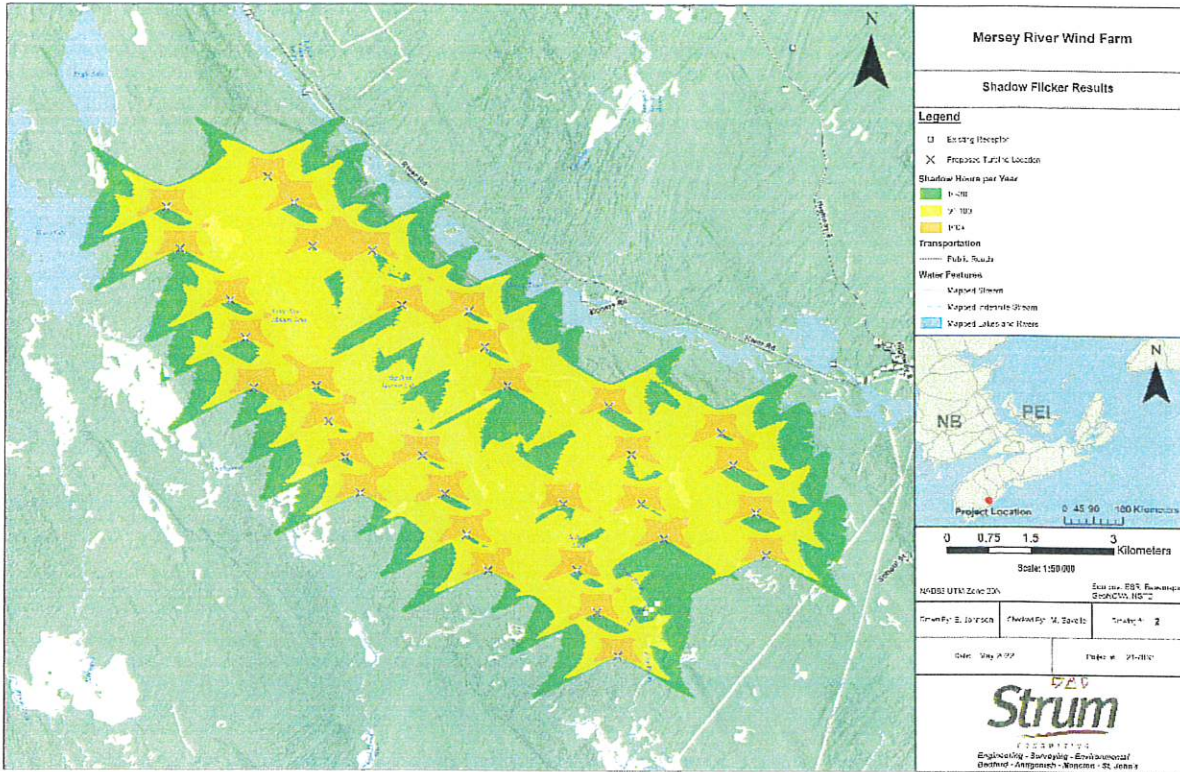
Power generated through these turbines will be collected and transmitted through the 138 kV transmission lines which will be further tapped to the existing transmission line of Nova Scotia Power Inc.

## 9. Environmental Studies

An Environmental Assessment (EA) for the proposed project site was completed and received approval on March 27, 2023 (Appendix H). The EA covered a number of studies on wetlands, watercourses, vegetation, and animals. In addition to the EA, we have also carried out an avian RADAR campaign, a Mi'kmaq ecological knowledge study (MEKS), and an archaeology survey. We hired Strum Consulting, a company that specializes in professional environmental, engineering, and survey services, to help us with all of those studies.

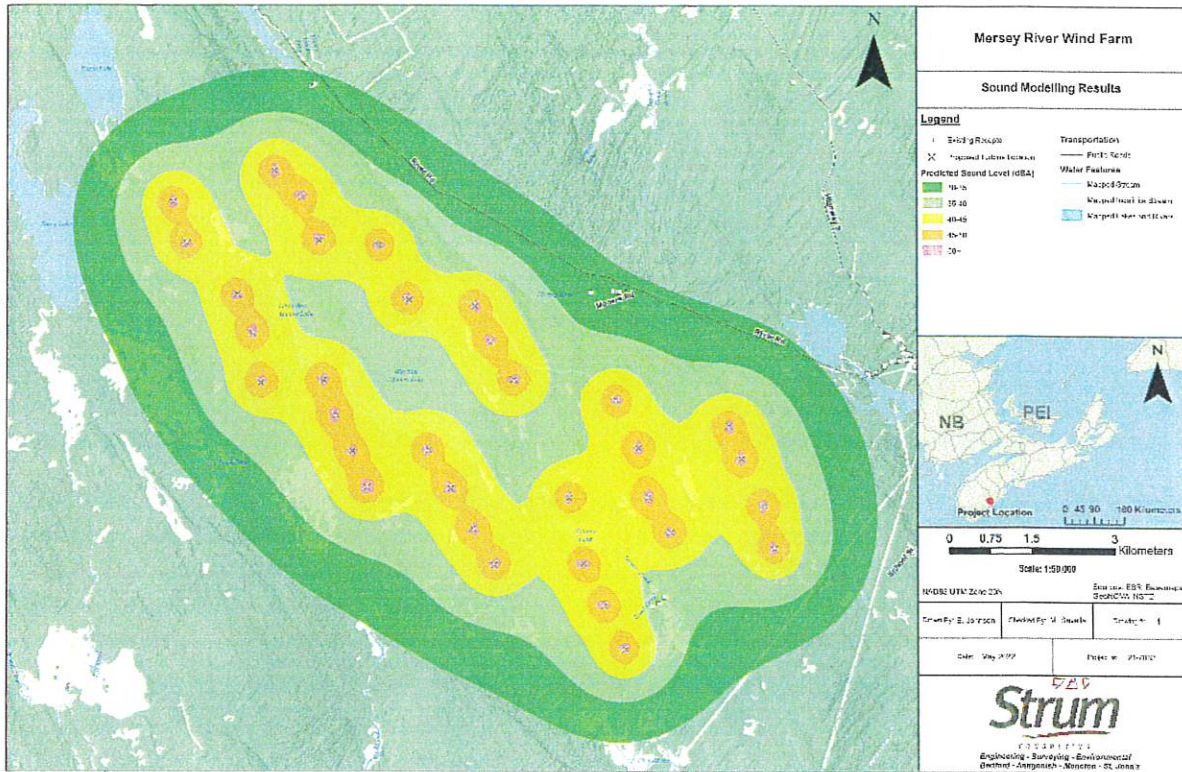
### A. Shadow Study

Shadow flicker can occur when rotating blades cast flickering shadows during times of direct sunlight. The magnitude of shadow flicker is determined by the position and height of the sun, wind speed and direction, geographical location, time of year, cloud cover, turbine hub height and rotor diameter, and proximity to the turbine. These studies are done assuming there is no vegetation and it's always windy and sunny. Predictive shadow flicker modeling was conducted to meet NSECC standards (i.e., no more than 30 hours of flicker over a year or 30 minutes of flicker per day). Following is the simulated model created by modeling the shadow flicker levels created by the turning blades. The results of the modeling show that all receptors comply with the guidelines. Under worst-case scenario conditions, the greatest shadow flicker experienced at a receptor is 5 hours and 36 min per year and 13 minutes on the worst day.



### B. Noise Study

Wind turbines emit sound at different frequencies (pitch) while the turbines move. That sound is carried by the wind nearby. Predictive sound modeling was conducted to meet NSECC standards (i.e., 40 dBA for dwellings, daycares, hospitals, and schools). Following is the simulated model created by studying sound levels created by turning blades. In this model we have assumed that there is no vegetation, the environment is always windy and winds are always downwinds. The results of the sound modeling show that no receptors exceed the recommended guideline of 40 dBA. The highest predicted sound level at a receptor is 33.3 dBA.



### C. Stormwater Management Plan

During construction there will be changes made to the current landscape which may interfere with the water system. To manage and prevent incidents, we have developed a stormwater management plan, Appendix I, which outlines how runoff of rainwater or melted snow will be managed. The stormwater management plan identifies the culverts and crossings associated with the construction of the project to help eliminate and reduce the risk of pollution, erosion, and flooding.

### 9. Wind Study

Meteorological test (MET) towers were erected for real time wind assessment in April 2021 and September 2022, authorized under Letters of Authority granted by the Department of Natural Resources and Renewables in January 2021 and June 2022 respectively. The MET towers are located on PID70247192 & PID70247200 and are populating real time data for wind speeds, temperature and other related factors.

### 10. Navigations Canada

Mersey River Wind Inc. applied for permission from NavCan and received No Objection Letters, listed in Appendix J, for the establishment of Meteorological Towers dated January 19, 2021 and



October 29, 2021. Also, we have applied for permission for Wind Turbines and received a No Objection Letter on December 2, 2021 for the Mersey River Wind Project.

## 11. Interconnection Applications

We have submitted interconnection applications for both Phase I and Phase II of the project. For Phase I (IR 597) we have signed a General Interconnection Agreement (GIA) with Nova Scotia Power Inc. for evacuation of generated power and for Phase II (IR 675), we have received System Impact Study report Part I and Facility Study is in final Stages.

## 12. Construction

The amount of clearing necessary will be relatively small. Each turbine will require approximately one hectare of cleared land and the electrical lines will be co-located with roads where possible. That said, to mitigate any adverse environmental impacts during clearing and grubbing, the following precautions will be taken:

- Tree clearing will be conducted in compliance with the Migratory Bird Convention Act and the Species At Risk Act.
- Prior to clearing, migratory bird nest searches within the proposed clearing area will take place in consultation with the Canadian Wildlife Association.
- Should nests be located, tree clearing will be scheduled, where possible, to avoid key migratory bird nesting periods.
- Environmentally sensitive features will be identified and clearly marked, for example, watercourses, wetlands, and areas of high-archeological potential.
- All watercourses will be kept free of chips and debris resulting from clearing activities.
- Appropriate erosion and sediment controls will be implemented to stabilize the slopes/banks on either side of watercourses and prevent sediment run-off.
- Any wetland or watercourse alterations are subject to NS ECC approval

## 13. Decommissioning Plan

All the structures will be removed after their useful life completion. For removal and decommissioning, Mersey River Wind Inc. will keep aside an annual contribution based on an independent engineer's cost estimate for decommissioning, which will be established upon commissioning and revised every 5 years for the lifespan of the project. As far as major equipment is concerned, all the metallic equipment and structures i.e. steel poles, electric cables, metallic structures will be recycled, blades are made up of artificial fibers that may be refurbished and re-casted. Cement and stone foundations will stay in place and covered over with soil.



- Appendix A - Turbine Specifications Brochure
- Appendix B - Land Control Documents
- Appendix C - Site Plan
- Appendix D - Zoning Map
- Appendix E - Lands Map
- Appendix F - Public Open House Mailouts
- Appendix G - Mi'kmaq Engagement Plan
- Appendix H - Environmental Assessment Approval
- Appendix I - Stormwater Management Plan
- Appendix J - No Objection Letters from NAV Canada

# Mersey River Development Agreement

## Legend

- Interconnection Route
- Point of Interconnection
- Project Substation
- Address Points
- Construction Building
- Address Buffer (1km)
- Turbine Locations
- Roads
- Project Road
- Waterbody
- Wetland
- Upgrade Existing
- Watercourse
- New
- Water Crossing
- Property Parcels
- Project Crown Land

## PIDs

70247176	70264213	70247168	70166988
70247192	70225420	70032982	
70247184	70225404	70260575	
70247200	70247218	70246695	

Coordinate System: NAD 1983 CSRS UTM Zone 20N

Projection: Transverse Mercator

Data Source: American 1988 CSRS

Nova Scotia Topographic Database (NSTDB) 1:10,000 Series

Nova Scotia Department of Natural Resources (NSDNR) Forest Mapping Data

Property Boundaries from Service Nova Scotia & Municipal Relations (SBSMR) Digital Property Mapping System

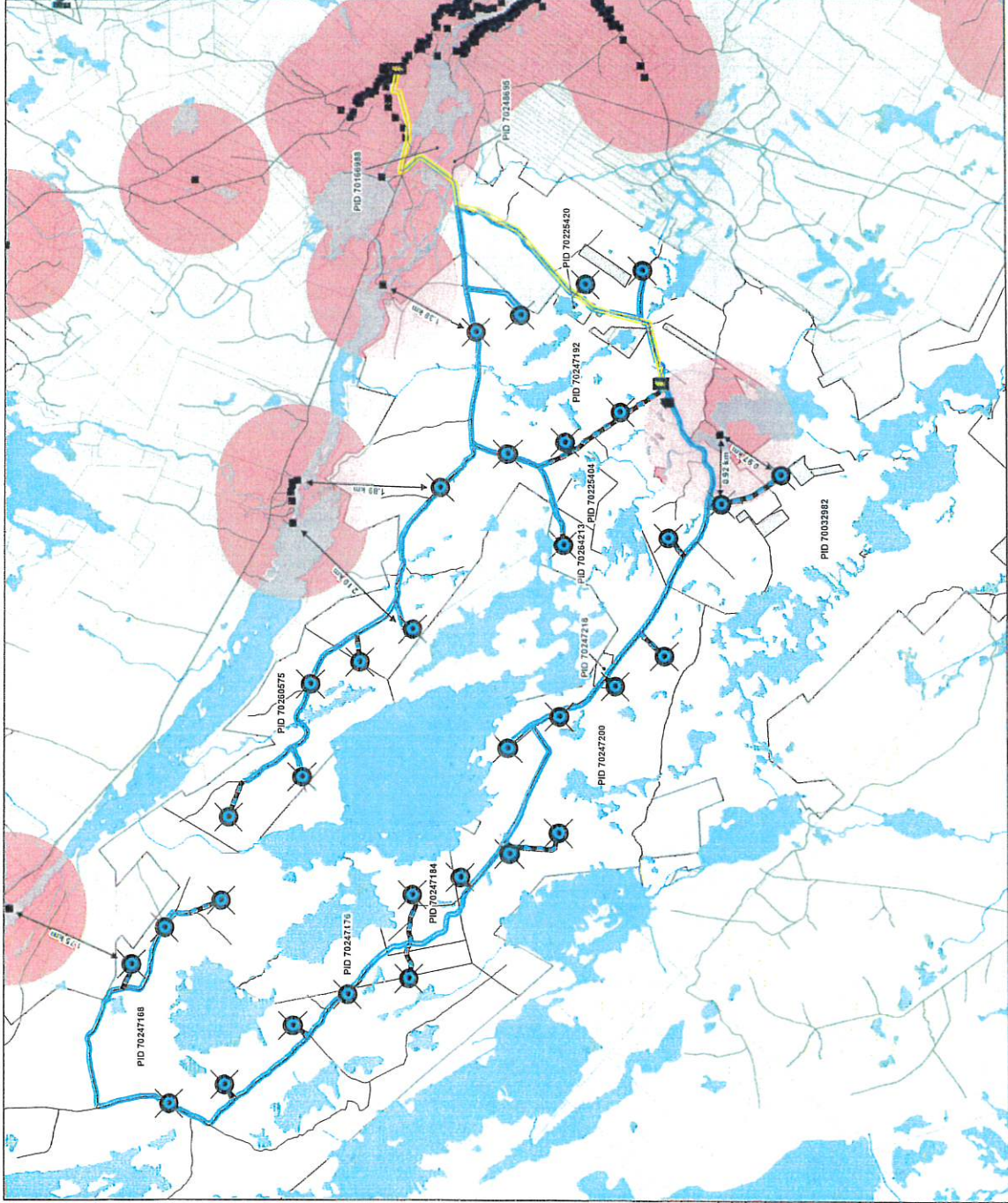
For the purposes of Service Nova Scotia & Municipal Relations

Prepared by:



Drawn by Anna Williams

Date: 17/11/2023



1:50,000

Kilometers

12

10

8

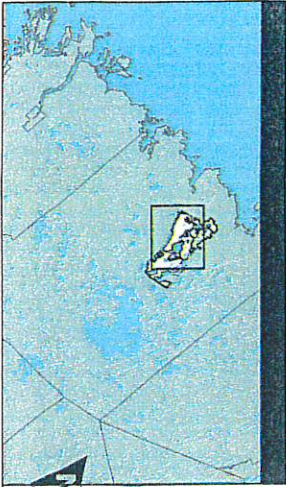
6

4

2

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# Mersey River Development Agreement Project Land Map

## Legend

- Turbine Locations
- Project Substation
- Interconnection Route
- Address Points
- Easement and Lease Area
- Waterbody
- Project Parcel Boundary
- Property Parcels

## PIDs

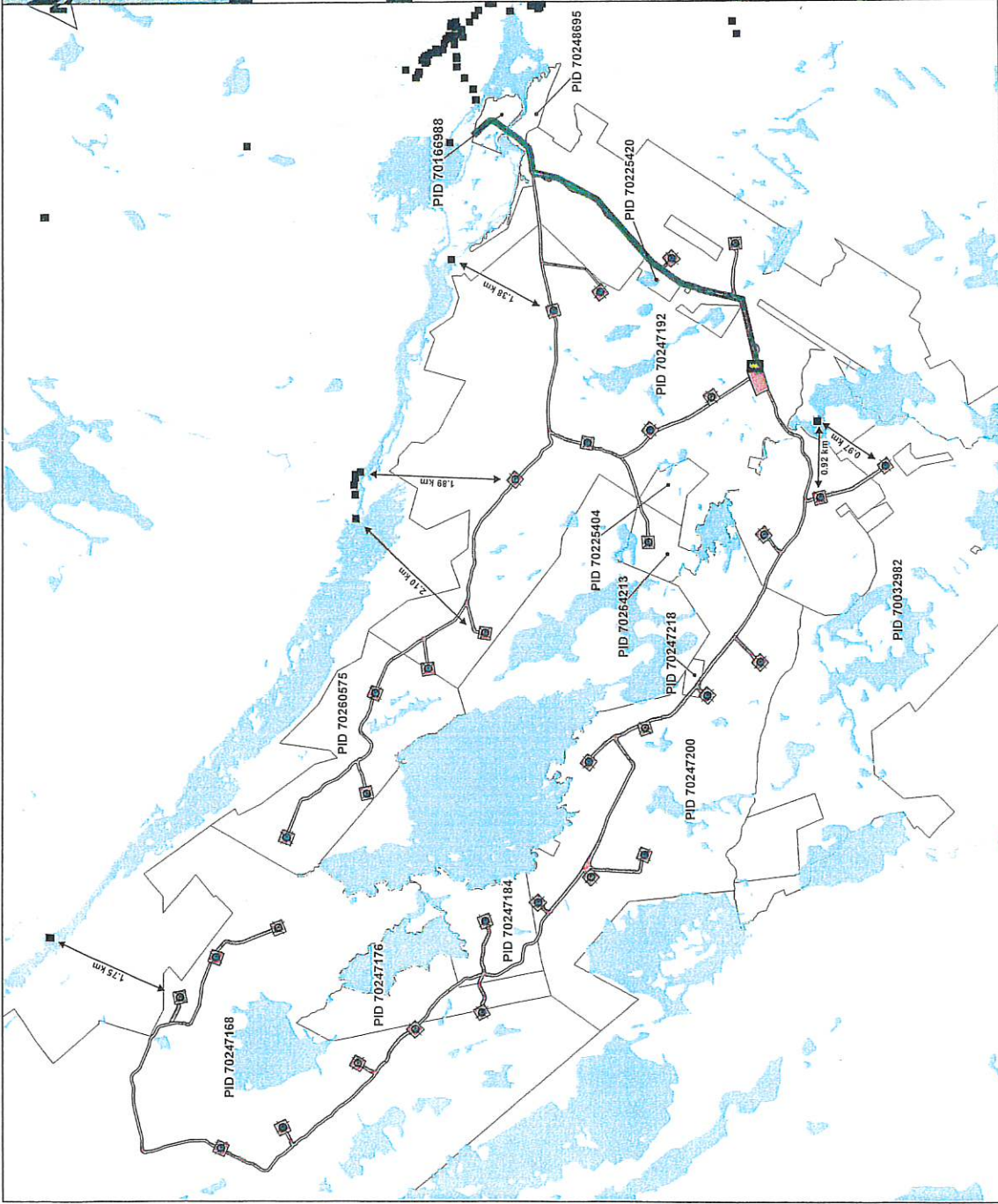
70247176	70264213	70247168	70166988
70247192	70225420	70032982	
70247184	70225404	70260575	
70247200	70247218	70248695	

Coordinates System: NAD 1983 CSRS UTM Zone 20N  
 Projection: Transverse Mercator  
 Datum: North American 1983 CSRS  
 Data Sources:  
 - Topographic Database (NSTDB) 1:50,000 Series  
 - Wet Area Mapping Derived from Nova Scotia Department of  
 Natural Resources (NSDNR) Forest Mapping Data  
 - Property Parcel Boundary Data from Nova Scotia Municipal  
 Property Assessment (NSMUR) Digital Property Mapping Series, reproduced  
 and distributed with the permission of Service Nova Scotia &  
 Municipal Relations

Prepared by:



Drawn by Anna Williams Date: 17/11/2023



1:45,000

Kilometers

Schedule "B"

THIS AGREEMENT made this \_\_\_\_\_, A.D., \_\_\_\_\_.

**BETWEEN:**

**THE REGION OF QUEENS MUNICIPALITY**, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

**OF THE ONE PART**

-and-

**MERSEY RIVER WIND INC.**, a corporation incorporated pursuant to the laws of the Nova Scotia, hereinafter referred to as the "Developer"

**OF THE SECOND PART**

**WHEREAS** the Developer has requested that the Region enter into a Development Agreement, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, and Policy 4-29 of the Region of Queens Municipality Municipal Planning Strategy, so that the Developer may use the subject properties in a manner which is not presently provided for under the Region's Land Use Bylaw;

**AND WHEREAS** the His Majesty the King in Right of the Province of Nova Scotia is the owner of the properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575 and located west of the Mersey River in the community of Milton (the "Property") and has entered into a Lease Agreement with the Developer for the sole purpose of wind energy development (Lease No. \_\_\_\_\_) attached hereto as Schedule "A"; which would see the Developer erecting, installing, and maintaining thirty three (33) wind turbine generators at locations as shown on attached Schedule "B" (herein after referred to as "WTG Sites");

**AND WHEREAS** the Region is prepared to enter into such an agreement on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the benefits, which flow to all parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developer shall not develop or use the WTG Sites, including buildings located on the WTG Sites, for purposes other than those described in this Agreement;
2. **THAT** the uses permitted under this Agreement are the following:
  - a. Thirty three (33) wind turbine generators; and
  - b. Inland Rural (R5) Zone permitted uses.

3. **THAT** at the end of the design life of the wind turbine generators, the Developer shall decommission the wind turbine generators. Decommissioning will include dismantling and removing all equipment and structures associated with the WTG and restoring the WTG Sites to a state similar to what currently exists through re-grading and re-vegetation. Dismantling, removing equipment and restoring site to pre-existing condition shall take place within two (2) years of decommissioning.
4. **THAT** the noise levels emitted from the wind turbine generators will not exceed 40 dBA at any dwelling, hospital, school or daycare.
5. **THAT** the shadow flicker generated by the wind turbine generators will not exceed 30 minutes per day and no more than 30 hours per year.
6. **THAT** notwithstanding any other provisions of this Agreement, the Developer shall not undertake or carry out any development on the Property which does not comply with:
  - a. this Agreement; or
  - b. any applicable statutes and regulations of the Region of Queens Municipality, Province of Nova Scotia or the Government of Canada.
7. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
8. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
9. **THAT** amendments which shall be considered substantial are any affecting the following:
  - a. An increase in the number of wind turbine generators on the Property; and
  - b. Any change in the location of the WTG Sites on the Property.
10. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing, each acting reasonably;
11. **THAT** the Developer agrees to pay for all reasonable legal costs, advertising and expenses incurred by the Region that have originated from its application for this Agreement;
12. **THAT** this Agreement shall be binding upon the parties hereto, their successors and assigns and shall run with the land which is subject to this Agreement;

13. **THAT** this Agreement is not assignable without the written consent of the Region. Notwithstanding the foregoing, no notice or consent is required for assignment by the Developer to an affiliate, as defined by the Canada Business Corporations Act, principal lenders or a purchaser of part or all of the Developer's assets;

14. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:

a. The Developer agrees that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agree that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agrees to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.

b. If the Developer fails to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

15. The Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties will be governed by, the laws of Canada and the Parties irrevocably attorn to the jurisdiction of the federal courts;

16. The Region shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default, and the Developer hereby submits to the jurisdiction of such Court and waive any such defense based upon the allegation that damages would be an adequate remedy;

a. The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;

b. The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this Agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of the Region of Queens Municipality Land Use Bylaw. Notwithstanding anything contained herein, the Region acknowledges that telecommunications tower siting is a matter of federal regulation and that the Developer solely attorns to the jurisdiction of Industry Canada with respect to tower siting;



CANADA  
PROVINCE OF NOVA SCOTIA

**AFFIDAVIT AND PROOF OF EXECUTION**

I, **Darlene Norman**, of Liverpool, Nova Scotia make oath and say:

1. I am the Mayor and a duly authorized signing officer of the Region of Queens Municipality, for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Municipality on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_  
2024, the Deponent came before me, made oath,  
and swore the foregoing affidavit at  
Liverpool in the Region of Queens  
Municipality and Province of Nova Scotia

\_\_\_\_\_  
**Darlene Norman**

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**AFFIDAVIT AND PROOF OF EXECUTION**

I, **Cody Joudry**, of [REDACTED], Nova Scotia make oath and say:

1. I am the Chief Administrative Officer and a duly authorized signing officer of the Region of Queens Municipality, for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Municipality on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.

I certify that on this            day of  
2024, the Deponent came before me, made oath,  
and swore the foregoing affidavit at  
Liverpool in the Region of Queens  
Municipality and Province of Nova Scotia

\_\_\_\_\_  
**Cody Joudry**

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

CANADA  
PROVINCE OF NOVA SCOTIA

**AFFIDAVIT AND PROOF OF EXECUTION**

I, \_\_\_\_\_, of \_\_\_\_\_, Nova Scotia make oath and say:

1. I am the \_\_\_\_\_ and a duly authorized signing officer of Mersey River Wind Inc., for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of Mersey River Wind Inc. on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of Liverpool Wind Energy Storage Project Inc. and thereby bind of Mersey River Wind Inc..

I certify that on this \_\_\_\_\_ day of  
2024, the Deponent came before me, made oath,  
and swore the foregoing affidavit at  
Halifax and Province of Nova Scotia

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

**ON** this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, Darlene Norman and Cody Joudry, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA**

**ON** this \_\_\_\_ day of \_\_\_\_\_, 202, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Mersey River Wind Inc., per its authorized officer, \_\_\_\_\_, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

SCHEDULE "A"  
(LEASE AGREEMENT)

DRAFT

SCHEDULE "B"

(WTG SITES)

DRAFT